

Exhibit A

HYDERALLY & ASSOCIATES, P.C.
33 PLYMOUTH STREET, SUITE 202
MONTCLAIR, NEW JERSEY 07042
TELEPHONE (973) 509-8500
FACSIMILE (973) 509-8501
Attorneys for Plaintiff, Michelle Ferreira

Came To Hand: 4 / 4 / 2022
Delivered: 4 / 6 / 2022
By: Betsy Mese

MICHELLE FERREIRA,

PLAINTIFF,

VS.

**SALVASEN HEALTH, BLACKHAWK
CLAIMS SERVICES, JOHN DOES 1-10,
AND XYZ CORPS. 1-10,**

DEFENDANTS.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY
DOCKET NO.: HUD-L-1103-22

CIVIL ACTION

SUMMONS

BLACKHAWK CLAIMS SERVICES

From The State of New Jersey To The Defendant(s) Named Above:

The plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (The address of each deputy clerk of the Superior Court is provided.) If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to plaintiff's attorney whose name and address appear above, or to plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$175.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). A list of these offices is provided. If you do not have an attorney and are not eligible for free legal assistance, you may

obtain a referral to an attorney by calling one of the Lawyer Referral Services. A list of these numbers is also provided.

Michelle M. Smith, Esq.

Michelle M. Smith, Esq.,
Clerk of the Superior Court

DATED: April 4, 2022

Name of Defendant to be served:

BLACKHAWK CLAIMS SERVICES

Address of the Defendant to be served:

11111 Richmond Avenue
Suite 215
Houston, TX 77082

Phone Number:

T:\Ferreira Michelle and Calisto Pedro\Pleadings\040422.FILED SUMS Blackhawk.doc

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MICHELLE FERREIRA,

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DEFENDANTS.

**SUPERIOR COURT OF NEW JERSEY
LAW DIVISION: HUDSON COUNTY**

CIVIL ACTION

COMPLAINT AND JURY DEMAND

Plaintiff, Michelle Ferreira ("Ferreira" or "Plaintiff"), who resides at 361 Highland Avenue, Kearny, New Jersey, 07032, Hudson County, by way of this Complaint against the Defendants, Salvassen Health, Blackhawk Claims Services, John Does 1-10, and XYZ Corps. 1-10 (hereinafter collectively "Defendants") hereby says:

I. Nature of Action, Jurisdiction, and Venue

1. This is an action seeking equitable and legal relief for: (1) breach of express contract; (2) breach of implied covenant of good faith and fair dealing; (3) breach of implied contract; (4) fraud; (5) fraudulent inducement; (6) detrimental reliance; and (7) a violation of the New Jersey Consumer Fraud Act, N.J.S.A. 56:8 *et seq.*
2. Under Rule 4:4-4, this court has specific jurisdiction due to Defendants' contacts with New Jersey, the nature of the action and the amount in controversy. Additionally, Plaintiff has satisfied all prerequisites, and exhausted administrative remedies, prior to bringing these claims.
3. Venue is appropriate in that the illegal and improper acts which are the basis for the within asserted cause(s) of action occurred within the State of New Jersey, and the Defendants in

this matter are the entities or organizations located within the State of Texas doing business in New Jersey under color of law.

II. Parties

4. Ferreira was a member of Defendants' health insurance plan.
5. Defendant, Salvasen Health ("Salvasen"), has its corporate office located at 10713 West Sam Houston North, Suite 100, Houston, TX 77064.
6. Defendant, Blackhawk Claims Services ("Blackhawk"), has its corporate office located at 11111 Richmond Avenue, Suite 215, Houston, TX 77082.
7. During the relevant time period, JOHN DOES 1-10 are currently unknown employees who aided and/or abetted in the commission of conduct complained of herein and/or who either acted within the scope of their employment at the workplace during working hours, or, to the extent they went beyond the scope of their employment, defendants ratified, embraced and added to this conduct. As the parties engage in discovery, plaintiff retains the right to amend the Complaint to add these individual employees by name.
8. During the relevant time period, XYZ Corps. 1-10 are unknown affiliated corporations or entities or other corporations who have liability for the claims set forth herein. As the parties engage in discovery, plaintiff retains the right to amend the Complaint to add these individual entities by name.
9. Thus, all defendants are subject to suit under the statutes alleged above.
10. At all times referred to in this Complaint, employees of the corporate defendants, who are referred to herein, were acting within the scope of their employment at the workplace during working hours, or, to the extent that they were not so acting, the corporate defendants ratified, embraced and added to their conduct.

III. Factual Allegations

11. Defendants are in the business of providing healthcare insurance to residents located in New Jersey.
12. Defendants purposefully engage in business in New Jersey to provide health care coverage so that New Jersey residents can treat with medical providers in New Jersey.
13. In or about April, 2020, Ferreira contacted Defendants to inquire about obtaining individual health insurance in New Jersey.

14. Defendants advised that they were legally authorized to provide healthcare insurance to New Jersey residents to cover healthcare services in New Jersey.
15. Thus, Ferreira went forward with signing paperwork with Defendants to obtain healthcare insurance in New Jersey.
16. On or about April 24, 2020, Ferreira received confirmation of coverage via a debit from her bank account in New Jersey from Defendants in the amount of \$398.45.
17. Sometime after April 24, 2020, Ferreira called Defendants and spoke with a customer sales representative who confirmed that Ferreira's New Jersey healthcare coverage was effective as of May 1, 2020.
18. Defendants then sent Ferreira a New Jersey insurance card, with an effective date of May 1, 2020.
19. Defendants then began debiting Ferreira's New Jersey account biweekly, for \$105.45 and \$168.00 alternately.
20. This pattern of charges continued until October 27, 2020.
21. Beginning in or around October 26, 2020, based on Defendants' representation of coverage in New Jersey, Ferreira began seeing medical providers in New Jersey.
22. Ferreira treated with ZOV Medical from October, 2020 until May, 2021. (Exhibit "1").
23. Ferreira treated with Larry Shemen, MD, PC, in November, 2020. (Exhibit "2").
24. Ferreira treated with Brian Herschorn, MD in November, 2020. (Exhibit "3").
25. On November 30, 2020, Ferreira modified her coverage to include her spouse, Pedro Calisto ("Calisto").
26. From November 30, 2020 through February 26, 2021, Ferreira was debited \$459.00 monthly.
27. Ferreira was treated at Lenox Hill Hospital on November 6, 2020. (Exhibit "4").
28. Ferreira treated with The Dermatology Group in February, 2021 and March, 2021. (Exhibit "5").
29. Ferreira treated with Barnabas Health Multispecialty in February, 2021. (Exhibit "6").
30. Calisto treated with Summit Medical Group, PA in March, 2021. (Exhibit "7").
31. Calisto underwent surgery in August, 2021.

32. In or about June, 2021, Ferreira called Defendants, explaining that she was receiving bills from five providers whose claims were denied.
33. Ferreira explained further that all the providers had verified insurance coverage prior to rendering services and had gotten confirmation that Ferreira and her spouse were covered.
34. Defendants stated that they dropped Ferreira from their coverage in March, 2021.
35. Ferreira was shocked and asked why, but Defendants refused to provide an explanation.
36. Instead, Defendants offered to refund premiums for four months.
37. Ferreira protested that she did not want to be dropped.
38. On or about July 23, 2021, Ferreira received a refund totaling \$1,128.00.
39. On September 29, 2021, Ferreira called and emailed Defendants asking for a summary of plan documents. (Exhibit "8").
40. Defendants responded on September 30, 2021, asking Ferreira to call a phone number provided.
41. Ferreira called the provided number but got no answer.
42. Ferreira followed up with an email to Defendants on October 13, 2021, explaining her difficulty in reaching Defendant despite using the phone number Defendant provided her to contact them. (Exhibit "9").
43. On or about October 15, 2021, Ferreira received information from Defendants that it processed a claim with an October 26, 2020 date of service.
44. Shortly after October 15, 2021, Ferreira received information from Defendants that it processed a claim with a February 13, 2021 date of service.
45. No other claims were paid by Defendants.
46. Ferreira has tens of thousands of dollars in unpaid medical bills for services that were preapproved by Defendants.
47. Ferreira has had to pay certain bills out of pocket.
48. Ferreira is still receiving bills for services rendered while she was supposed to have had coverage through Defendants.
49. Further, Ferreira has been required to retain an attorney to assist her in asserting her claims and protecting her rights.

Count I
(Breach of Express Contract)

50. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
51. Defendants had various contractual obligations contained in the plan description, preauthorizations of services, and related documents.
52. Defendants violated these and other contracts.
53. The actions of Defendants give rise to the claim of breach of express contract.
54. Further, Plaintiff suffered other damages to include but not be limited to a significant damage to her credit rating, shame, embarrassment, interruption of medical services, etc.
55. Plaintiff has lost wages in taking time to try to resolve this matter.
56. As a direct and proximate result of the actions of defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional distress injuries, the physical manifestation of emotional distress injuries and/or physical injury. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
57. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count II
(Breach of the Implied Covenant of Good Faith and Fair Dealing)

58. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
59. The actions of Defendants give rise to the claim of breach of the implied covenant of good faith and fair dealing.
60. Further, Plaintiff suffered other damages to include but not be limited to a significant damage to her credit rating, shame, embarrassment, interruption of medical services, etc.
61. Plaintiff has lost wages in taking time to try to resolve this matter.
62. As a direct and proximate result of the actions of defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional distress injuries, the physical manifestation of emotional distress injuries and/or physical injury. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric,

and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.

63. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting plaintiff's rights.

Count III
(Breach of Implied Contract)

64. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
65. Defendants made various oral agreements and representations to Plaintiff.
66. Defendants violated these and other oral representations.
67. The actions of Defendants give rise to the claim of breach of implied contract.
68. Further, Plaintiff suffered other damages to include but not be limited to a significant damage to her credit rating, shame, embarrassment, interruption of medical services, etc.
69. Plaintiff has lost wages in taking time to try to resolve this matter.
70. As a direct and proximate result of the actions of defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional distress injuries, the physical manifestation of emotional distress injuries and/or physical injury. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
71. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count IV
(Fraudulent Inducement)

72. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
73. Defendants fraudulently advised Plaintiff that they were an authorized health care provider properly licensed to provide health care coverage in New Jersey.
74. At the time Defendants made such fraudulent representations, Defendants were well aware they were false.
75. Defendants made such fraudulent representations to induce Plaintiff to pay them money.

76. Plaintiff detrimentally relied upon Defendants' false representations and paid Defendants money for the purpose of obtaining health care coverage.
77. Plaintiff then further detrimentally relied upon Defendants' false and fraudulent representations when she subsequently sought medical treatment and provided Defendants' healthcare card to represent that she had healthcare insurance.
78. Due to the fact that Defendants' representations were false, Plaintiff has been harmed by healthcare providers sending her collections notices and damaging her credit rating score.
79. Such damage has occurred in the past and continues into the future.
80. The actions of Defendants give rise to the claim of fraudulent inducement.
81. Further, Plaintiff suffered other damages to include but not be limited to a significant damage to her credit rating, shame, embarrassment, interruption of medical services, etc.
82. Plaintiff has lost wages in taking time to try to resolve this matter.
83. As a direct and proximate result of the actions of defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional distress injuries, the physical manifestation of emotional distress injuries and/or physical injury. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
84. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count V
(Fraud)

85. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
86. Defendants fraudulently advised Plaintiff that they were an authorized health care provider properly licensed to provide health care coverage in New Jersey.
87. At the time Defendants made such fraudulent representations, Defendants were well aware they were false.
88. Defendants made such fraudulent representations to induce Plaintiff to pay them money.

89. Plaintiff detrimentally relied upon Defendants' false representations and paid Defendants money for the purpose of obtaining health care coverage.
90. Plaintiff then further detrimentally relied upon Defendants' false and fraudulent representations when she subsequently sought medical treatment and provided Defendants' healthcare card to represent that she had healthcare insurance.
91. Due to the fact that Defendants' representations were false, Plaintiff has been harmed by healthcare providers sending her collections notices and damaging her credit rating score.
92. Such damage has occurred in the past and continues into the future.
93. Further, Plaintiff suffered other damages to include but not be limited to a significant damage to her credit rating, shame, embarrassment, interruption of medical services, etc.
94. Plaintiff has lost wages in taking time to try to resolve this matter.
95. As a direct and proximate result of the actions of defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional distress injuries, the physical manifestation of emotional distress injuries and/or physical injury. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
96. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count VI
(Detrimental Reliance)

97. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
98. Defendants fraudulently advised Plaintiff that they were an authorized health care provider properly licensed to provide health care coverage in New Jersey.
99. At the time Defendants made such fraudulent representations, Defendants were well aware they were false.
100. Defendants made such fraudulent representations to induce Plaintiff to pay them money.

101. Plaintiff detrimentally relied upon Defendants' false representations and paid Defendants money for the purpose of obtaining health care coverage.
102. Plaintiff then further detrimentally relied upon Defendants' false and fraudulent representations when she subsequently sought medical treatment and provided Defendants' healthcare card to represent that she had healthcare insurance.
103. Due to the fact that Defendants' representations were false, Plaintiff has been harmed by healthcare providers sending her collections notices and damaging her credit rating score.
104. Such damage has occurred in the past and continues into the future.
105. Further, Plaintiff suffered other damages to include but not be limited to a significant damage to her credit rating, shame, embarrassment, interruption of medical services, etc.
106. Plaintiff has lost wages in taking time to try to resolve this matter.
107. As a direct and proximate result of the actions of defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional distress injuries, the physical manifestation of emotional distress injuries and/or physical injury. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.
108. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.

Count VII

(Consumer Fraud Act, N.J.S.A. 56:8 *et seq.*)

109. Plaintiff realleges and incorporates herein the paragraphs set forth in this Complaint.
110. Defendants fraudulently advised Plaintiff that they were an authorized health care provider properly licensed to provide health care coverage in New Jersey.
111. At the time Defendants made such fraudulent representations, Defendants were well aware they were false.
112. Defendants made such fraudulent representations to induce Plaintiff to pay them money.

113. Plaintiff detrimentally relied upon Defendants' false representations and paid Defendants money for the purpose of obtaining health care coverage.
114. Plaintiff then further detrimentally relied upon Defendants' false and fraudulent representations when she subsequently sought medical treatment and provided Defendants' healthcare card to represent that she had healthcare insurance.
115. Due to the fact that Defendants' representations were false, Plaintiff has been harmed by healthcare providers sending her collections notices and damaging her credit rating score.
116. Such damage has occurred in the past and continues into the future.
117. Thus, Defendants engaged in consumer fraud in that they engaged in an unconscionable commercial practice, deception, fraud, false pretense, false promise or misrepresentation in connection with the sale of goods or services.
118. Defendants sold such services, offered to sell such services, and attempted to sell such services.
119. Defendants engaged in consumer fraud when they made an (1) affirmative misrepresentation; (2) a knowing omission; or (3) a violation of specific consumer protection.
120. Defendants made an affirmative misrepresentation of fraud when they made an untrue statement, regardless of whether the person or business making the statement knew that it was untrue at the time it is made.
121. Further, Defendants engaged in a knowing omission consumer fraud when they knowingly concealed, suppressed or omitted a material fact.
122. The material fact Defendant omitted was the fact that they were not properly licensed to conduct business in New Jersey and that they were not actually providing bona fide health coverage to Plaintiff.
123. Plaintiff suffered an ascertainable loss as noted above that is calculated above.
124. Further, Plaintiff suffered other damages to include but not be limited to a significant damage to her credit rating, shame, embarrassment, interruption of medical services, etc.
125. Plaintiff has lost wages in taking time to try to resolve this matter.
126. As a direct and proximate result of the actions of defendants, Plaintiff has suffered mental anguish, physical discomfort, pain and suffering, shame and embarrassment, emotional

distress injuries, the physical manifestation of emotional distress injuries and/or physical injury. Furthermore, Plaintiff has suffered lost wages, a diminished ability to earn a living, and a diminished capacity to enjoy plaintiff's life. Moreover, Plaintiff has and/or may have to incur expenses for medical, psychiatric, and/or psychological counseling and care. Plaintiff's damages have been experienced in the past, and they will continue into the future.

127. Further, Plaintiff has been required to retain an attorney to assist Plaintiff in asserting Plaintiff's claims and protecting Plaintiff's rights.
128. Plaintiff is entitled to treble damages and attorneys' fees and costs due to Defendants' violation of the New Jersey Consumer Fraud Act

WHEREFORE, as to each and every count, Plaintiff demands judgment on each and all of these Counts against the Defendants jointly and severally, as follows:

- A. Compensatory damages of not less than \$200,000;
- B. Payment of all outstanding medical bills and claims, as well as those Plaintiff may receive in the future that were incurred during the relevant time period;
- C. Damages for humiliation, mental and emotional distress;
- D. Statutory damages, if applicable;
- E. Punitive damages and or liquidated damages where permitted by law;
- F. Attorneys' fees and costs of suit; and
- G. Such other, further and different relief as the Court deems fitting, just and proper.

Plaintiff hereby reserves the right to amend this Complaint to supplement or modify the factual obligations and claims contained herein, based upon information received from the Defendants, witnesses, experts, and others in the course of discovery in this matter.

DEMAND FOR TRIAL BY JURY

Plaintiff respectfully demands a trial by jury on all issues in the within action so triable.

DESIGNATION OF TRIAL COUNSEL

TY HYDERALLY is hereby designated as trial counsel on behalf of Plaintiff.

CERTIFICATION OF NO OTHER ACTIONS OR PARTIES

I hereby certify that the matter in controversy is not the subject of any other action pending in any court or of a pending arbitration proceeding, that no other action or arbitration proceeding is contemplated, and that there are no other parties known to me at this time who should be joined as parties to this action.

DEMAND FOR PRODUCTION OF INSURANCE AGREEMENTS

Demand is hereby made that you disclose to the undersigned whether there are any insurance agreements or policies under which any person or firm carrying on an insurance business may be liable to satisfy all or part of a judgment which may be entered in the action or to indemnify or reimburse for payment made to satisfy the judgment.

If so, please attach a copy of each, or in the alternative state, under oath and certification: (a) policy number; (b) name and address of insurer; (c) inception and expiration date; (d) names and addresses of all persons insured thereunder; and (e) medical payment limits.

HYDERALLY & ASSOCIATES, P.C.
Attorneys for Plaintiff

BY:



TY HYDERALLY
for the Firm

DATED: April 1, 2022

Exhibit “1”

ZOV Medical, PLLC

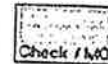
Oksana Zbarsky M.D.
Vadim Zbarsky M.D.
116 East 63rd Street, Suite 1
New York, NY 10065

Statement

Date: 07/22/2021

Michelle Ferreira
361 Highland Ave
Kearny, NJ 07032

Date Of Service	Patient Responsibility	Amount Due
10/26/2020	No Payment	\$370.00
10/28/2020	No Payment	\$150.00
11/23/2020	No Payment	\$190.00
1/25/2021	No Payment	\$170.00
3/3/2021	No Payment	\$910.00
3/15/2021	No Payment	\$120.00
4/12/2021	No Payment	\$170.00
5/8/2021	No Payment	\$170.00
Total Amount Due:		\$ 1,880.00



Card Number:
Expiration Date
Security Code:

Make all checks payable to
ZOV Medical

Exhibit “2”

- B I L L -

Page: 1

Larry Shemen, MD, PC

Phone: 212-472-6660

Tax ID: 133825985

Statement Date: 08/04/2021

Account Number: 18152979

Account Name: Michelle Ferreira

Patient Acct #s: 18152979 ... Bill #s: 49576

Addressee:

Michelle Ferreira
361 Highland Ave
Kearny, NJ 07032

If Paying by Credit Card, Fill Out the Following:

Check Card Type	Card Number
<input type="checkbox"/> American Express	
<input type="checkbox"/> Credit Card	
<input type="checkbox"/> Debit	Amount
<input type="checkbox"/> Discover	Expires
<input type="checkbox"/> Master Card	Signature
<input type="checkbox"/> Visa	

Amount Due

\$ 7925.00

Amount Enclosed

Remit To:

Larry Shemen, MD, PC
233 East 69th Street Suite 1D
New York, NY 10021-5449

Please Detach and Return the top portion of the bill with your payment to insure proper credit. Retain the bottom portion for your records.

Account Name: Michelle Ferreira
Statement Date: 08/04/2021

Page: 1
Next Appt:

Date	CPT	Procedure / Payment Description	Insurance	Charge	Credit	Patient Owes	Diagnosis
Patient: Ferreira, Michelle / Prov: Shemen, Larry							
----> Balance Forward						1850.00	
Patient: Ferreira, Michelle / Prov: Shemen, Larry / Total Charges: 7000.00, Patient Paid: -925.00							
11/06/2020	30118	Exc Intranasal Les; Ext Approach		5000.00			C44.301
07/27/2021		Payment: Charged to Visa	Self-Pay		-925.00	4075.00	
11/06/2020	15733	Musc Myoq/Fscq Flp H&N Pedcl		2000.00		2000.00	M95.3

Total: 7925.00**Statement Balance**

Current Balance Due Upon Receipt: 7925.00

Balance Aging:

0-30	31-60	61-90	91-120	121+
7925.00	0.00	0.00	0.00	0.00

Unapplied Payments: 0.00

Messages

Exhibit “3”

Activity Listing for FERREIRA, MICHELLE (H1014365)

View Options X Close

+ - Expand All

Claims (Count: 3, Amount: \$501.00, Balance: \$401.00)

Claim # 14757292 DOS: 11/23/2020 Amount: \$165.00 Balance: \$165.00 Status: Claim at CARDINAL SELECT

Rendering Provider: HERSCHORN, BRIAN M.D.

ICD Codes: H10.509

Procedure	DOS/Received	Description	Units	Charge	Payment	Adjustment	Balance
92014	11/23/2020	COMP EYE EXAMINATION, ESTAB PATIENT	1	\$165.00			
Claim at CARDINAL SELECT as of 11/28/2020					\$0.00	\$0.00	\$165.00
Claim Totals				\$165.00	\$0.00	\$0.00	\$165.00

Billing Activity

TCN	Date	Payer	Amount	Type
812157213	11/25/2020	CARDINAL SELECT	\$165.00	Printed by XGEAR

> Statement Activity (None)

Claim # 146803746 DOS: 11/10/2020 Amount: \$165.00 Balance: \$115.00 Status: Claim at CARDINAL SELECT

Rendering Provider: HERSCHORN, BRIAN M.D.

ICD Codes: H10.509

Procedure	DOS/Received	Description	Units	Charge	Payment	Adjustment	Balance
92014	11/10/2020	COMP EYE EXAMINATION, ESTAB PATIENT	1	\$165.00			
	11/10/2020	PATIENT PAYMENT - CASH			\$50.00		
Claim at CARDINAL SELECT as of 02/02/2021					\$50.00	\$0.00	\$115.00
Claim Totals				\$165.00	\$50.00	\$0.00	\$115.00

Billing Activity

TCN	Date	Payer	Amount	Type
812143159	11/11/2020	CARDINAL SELECT	\$165.00	Printed by XGEAR

> Statement Activity (None)

Claim # 146491900 DOS: 11/02/2020 Amount: \$171.00 Balance: \$121.00 Status: Claim at CARDINAL SELECT

Rendering Provider: HERSCHORN, BRIAN M.D.

ICD Codes: H10.509

Procedure	DOS/Received	Description	Units	Charge	Payment	Adjustment	Balance
92004	11/02/2020	COMPREHENSIVE EYE EXAM, NEW PATIENT	1	\$171.00			
	12/10/2020	PATIENT PAYMENT - CASH			\$50.00		
Claim at CARDINAL SELECT as of 02/02/2021					\$50.00	\$0.00	\$121.00
Claim Totals				\$171.00	\$50.00	\$0.00	\$121.00

Billing Activity

TCN	Date	Payer	Amount	Type
571927924	11/05/2020	CARDINAL SELECT	\$171.00	Printed by XGEAR

> Statement Activity (None)

> Debt/Adjustments (None)

> Unused Account Credits (None)

> Statements (None)

> Payment Plans (None)

Payment History (Count: 1, Amount: \$100.00, Last Payment: 11/10/2020)

Expand All

Received	Memoline	Amount	Type	Source	Applied To	Auth #
11/10/2020	PATIENT PAYMENT - CASH	\$100.00	Payment	Cash		

Summary

Charge and Debt Status Breakdown



Total Charges: \$401

Charge Balance Due To

	Balance	Credits	Total
Charges Due Insurance	\$401.00	\$0.00	\$401.00
Charges Due Patient	\$0.00	\$0.00	\$0.00
Collection	\$0.00	N/A	\$0.00
Charges Due Other	\$0.00	N/A	\$0.00

Patient Balance Breakdown

	Amount
Charge Balance	\$401.00
Payment Plan Balance	\$0.00
Account Credits	\$0.00
	\$401.00

Payment Source Breakdown

	Received	Applied
Insurance Payments	\$0.00	\$0.00
Insurance Adjustments	\$0.00	\$0.00
Patient Payments	\$100.00	\$100.00

Exhibit “4”

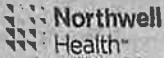

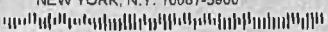

 Northwell Health Lenox Hill Hospital PO Box 9000 New Hyde Park NY 11042-9000		<table border="1"> <tr> <td>Statement Date</td> <td>Account Number</td> <td>Please Pay This Amount</td> </tr> <tr> <td>03/02/22</td> <td>103712501</td> <td>\$12,468.62</td> </tr> <tr> <td colspan="2">Patient Name</td> <td>Due By</td> </tr> <tr> <td colspan="2">Ferreira, Michelle</td> <td>03/12/22</td> </tr> <tr> <td> <input type="checkbox"/> 1544 </td> <td> <input type="checkbox"/> 1544 </td> <td> <input type="checkbox"/> 1544 </td> </tr> <tr> <td colspan="2">Card Number</td> <td>Exp. Date</td> </tr> <tr> <td colspan="2">Signature</td> <td>Amount Paid</td> </tr> </table>	Statement Date	Account Number	Please Pay This Amount	03/02/22	103712501	\$12,468.62	Patient Name		Due By	Ferreira, Michelle		03/12/22	<input type="checkbox"/> 1544	<input type="checkbox"/> 1544	<input type="checkbox"/> 1544	Card Number		Exp. Date	Signature		Amount Paid
Statement Date	Account Number	Please Pay This Amount																					
03/02/22	103712501	\$12,468.62																					
Patient Name		Due By																					
Ferreira, Michelle		03/12/22																					
<input type="checkbox"/> 1544	<input type="checkbox"/> 1544	<input type="checkbox"/> 1544																					
Card Number		Exp. Date																					
Signature		Amount Paid																					
ADDRESS SERVICE REQUESTED <input type="checkbox"/> Please check box if address below is incorrect or insurance information has changed and indicate changes on reverse side. MDQ2022 00004802 00  MICHELLE FERREIRA 381 HIGHLAND AVE KEARNY NJ 07032-2118		If paying by check, please make check payable to LENOX HILL HOSPITAL GPO 5800 NEW YORK, N.Y. 10087-5900 																					
00103712501000100001246862021920503																							
Dear Michelle Ferreira, As a valued patient of Northwell Health our goal is to provide the highest quality healthcare. We endeavor every day to keep you and your loved ones happy, healthy and whole. We have billed your Insurance Carrier for services rendered on 11/06/20. Based on the terms of your policy for services rendered at Lenox Hill Hospital, your insurance carrier has paid your claim leaving the deductible/co payment/co insurance of \$12,468.62*** as your responsibility. Please note this bill is for your hospital services only, physicians services will be billed separately. We want to help you fulfill your commitment without causing undue hardship. We have many options available including credit card and monthly payments that will fit your budget. Please communicate with us so we can help you, our office number is (877) 449-0828 Monday through Friday 8AM to 6PM. To pay by credit card please complete the above and send to us in the enclosed envelope. If you prefer to satisfy your account on line visit our website https://Northwell.edu/Billpay . Thank you for choosing Northwell Health for your health care needs. Your prompt attention to this matter is greatly appreciated. Your Customer Service Team Northwell Health (877) 449-0828																							
***Includes NYS Surcharge Tax Reverse para traducción al Español 																							

Exhibit “5”

Patient Ledger

Business Unit: The Dermatology Group, PC

FERREIRA, MICHELLE | 06/26/1977 | MRN: MM0000005896 | PMS: 108266PAT000005859
 361 HIGHLAND AVE
 KEARNY, NJ 07032
 (973) 902-6683

347 Mt Pleasant Avenue, Suite 103
 West Orange, NJ 070522745

Patient Payment						Daniel Groisser, MD TDG Nutley	
DOS	Posting Date	Details	Charges	Payment	Adj.	Ins Balance	Pat Balance
—	03/01/2021	Cash - ...75306	—	50.00	—	—	—
03/01/2021	03/01/2021	Allocated: 11302	—	50.00	—	—	—
Bill						Daniel Groisser, MD TDG Nutley	
DOS	Posting Date	Details	Charges	Payment	Adj.	Ins Balance	Pat Balance
03/01/2021	—	CB00155H8	570.00	50.00	0.00	570.00	-50.00
03/01/2021	03/01/2021	11302 - SHAVE SKIN LESION 1.1-2.0... Dx: D48.5 Blackhawk Claims Services	285.00	50.00	0.00	285.00	-50.00
—	03/01/2021	Pt Pmt: Cash...75306	—	50.00	—	—	—
03/01/2021	03/01/2021	11302 - SHAVE SKIN LESION 1.1-2.0... Dx: D48.5 Blackhawk Claims Services	285.00	0.00	0.00	285.00	0.00
Bill						Marina Sandoval, MD PhD West Orange	
DOS	Posting Date	Details	Charges	Payment	Adj.	Ins Balance	Pat Balance
03/01/2021	—	CB00173X5	280.00	0.00	0.00	280.00	0.00
03/01/2021	03/03/2021	88305 - TISSUE EXAM BY PATHOLO... Dx: L82.1 Blackhawk Claims Services	280.00	0.00	0.00	280.00	0.00
Patient Payment						Daniel Groisser, MD TDG Nutley	
DOS	Posting Date	Details	Charges	Payment	Adj.	Ins Balance	Pat Balance
—	02/22/2021	Credit or Debit Card - ...dd55a	—	50.00	—	—	—
02/22/2021	02/22/2021	Allocated: 99213	—	50.00	—	—	—
Bill						Daniel Groisser, MD TDG Nutley	
DOS	Posting Date	Details	Charges	Payment	Adj.	Ins Balance	Pat Balance
02/22/2021	—	CB0010H33	145.00	50.00	0.00	145.00	-50.00
02/22/2021	02/22/2021	99213 - OFFICE O/P EST LOW 20-29... Dx: D22.5 Blackhawk Claims Services	145.00	50.00	0.00	145.00	-50.00
—	02/22/2021	Pt Pmt: Credit or Debit Card...dd55a	—	50.00	—	—	—

FERREIRA, MICHELLE | 06/26/1977 | MRN: MM0000005896 | PMS: 108266PAT000005859

Exhibit “6”

Barnabas Health Multispecialty
101 Old Short Hills Rd, Ste. 217
Care of Affiliates in Gastro
West Orange, NJ 07052-1023

FORWARDING SERVICE REQUESTED

MDG2015 00036037 1 AB 0.42



MICHELLE F FERREIRA
361 HIGHLAND AVE
KEARNY, NJ 07032-2118



☐ Please check if address or insurance information is incorrect and complete form on back.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

Patient Code: 298827

Please Pay: \$11,234.00

Due Date: 08/17/21

Date	Description	Amount	Payments/Adjustments	Item Total
	Reflects transactions posted through 07/27/2021			
02/13/21	Encounter ID: 1035375			
02/13/21	Patient Name: MICHELLE F FERREIRA			
07/07/21	Encounter Facility: FLORHAM PARK ENDOSCOPY CENTER			
	Encounter Doctor: DAVID O RAHNI MD			
	Upper GI endoscopy with biopsy	\$2,649.00		\$0.00
	Colonoscopy	\$2,304.00		\$0.00
	Transfer from Insurance		\$-4,953.00	\$4,953.00
	Your insurance did not pay for this claim, they are holding the payment. Please contact them in regards to processing of this claim.			
	Encounter Total Charges			\$4,953.00
02/13/21	Encounter ID: 1035401			
07/07/21	Patient Name: MICHELLE F FERREIRA			
	Encounter Facility: FLORHAM PARK ENDOSCOPY CENTER			
	Encounter Doctor: ROHIT SOOD MD			
	Anes Double Upper and Lower gastrointestinal endoscopic procedures endoscope introduced both proximal to and distal to the duodenum	\$863.00		\$0.00
	Transfer from Insurance		\$-863.00	\$863.00
	Your insurance did not pay for this claim, they are holding the payment. Please contact them in regards to processing of this claim.			
	Encounter Total Charges			\$863.00
02/13/21	Encounter ID: 1036006			
	Patient Name: MICHELLE F FERREIRA			
	Encounter Facility: BARNABAS HEALTH MULTISPECIALTY GROUP			
	Encounter Doctor: BRUCE A SCHAIKNER			
	Special Stains Lab	\$2,988.00		\$0.00
Important Message About Your Account		Please Pay This Amount		\$11,234.00
Professional ChargesBalance due is patient's portion after insurance claim adjudication. Please remit payment today. For electronic check services through your bank, remember to choose Barnabas, 101 Old Short Hills Road SUITE 217 West Orange NJ 07				



For Billing Questions Call:
(973)360-3801

Fill in Below To Pay By Credit Card		
<input type="checkbox"/> Visa	<input type="checkbox"/> MasterCard	
<input type="checkbox"/> Discover	<input type="checkbox"/> American Express	
Card Number	Exp. Date	Security Code
Card Holder Name		Signature
Statement Date 07/27/21	Pay This Amount \$11,234.00	Patient Code 298827
Payment Due Date 08/17/21	Show Amount Paid Here	

Make Checks Payable To:

Barnabas Health Multispecialty
101 Old Short Hills Rd, Ste. 217
Care of Affiliates in Gastro
West Orange, NJ 07052-1023



PLEASE COMPLETE IF THERE ARE ERRORS OR CHANGES IN ADDRESS OR INSURANCE INFORMATION:

Responsible Person's Name		Home Phone Number ()		Work Phone Number ()		e-Mail Address	
Address		City		State	Zip	MARITAL STATUS <input type="checkbox"/> SEPARATED <input type="checkbox"/> SINGLE <input type="checkbox"/> DIVORCED <input type="checkbox"/> MARRIED <input type="checkbox"/> WIDOWED	
Primary Insurance Coverage	Policy Holder (Subscriber) Name		Subscriber Birth Date	Effective Date	Subscriber Identification Number		Group/Plan Number
	Insurance Company Name		Insurance Company Address		City	State	Zip
	Employer Name		Insurance Phone Number ()		Plan Name	Relationship of Patient to Subscriber <input type="checkbox"/> SELF <input type="checkbox"/> CHILD <input type="checkbox"/> SPOUSE <input type="checkbox"/> OTHER	
Secondary Insurance Coverage	Policy Holder (Subscriber) Name		Subscriber Birth Date	Effective Date	Subscriber Identification Number		Group/Plan Number
	Insurance Company Name		Insurance Company Address		City	State	Zip
	Employer Name		Insurance Phone Number ()		Plan Name	Relationship of Patient to Subscriber <input type="checkbox"/> SELF <input type="checkbox"/> CHILD <input type="checkbox"/> SPOUSE <input type="checkbox"/> OTHER	



What if I have billing questions?

For your convenience, our billing office is staffed Monday through Friday. Please call the phone number located on the front of this statement. Our knowledgeable staff will be happy to address any questions or concerns you may have regarding our financial policy or your account.

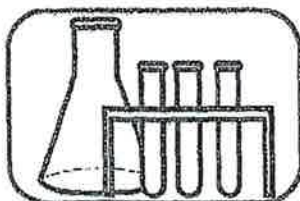


Why did I get a bill when I have insurance?

Not all of the services we provide are covered by all insurance carriers. We make every effort to inform you if we believe a service may not be covered, however, it is your responsibility to know the coverage limitations of your insurance contract. Since we do contract with several insurance companies, it is impossible for us to know the requirements of each individual policy.

Your insurance policy is an agreement between you and your insurance company. You are responsible for your account. You are also responsible to know your insurance policy, its benefits and requirements. We do not determine the amount of coverage you will receive, your insurance company does this. Any questions you may have concerning your benefits should be directed to your insurance company's Member Services Representative.

Please inform our office of any changes in your coverage



Why did I get a bill from an outside laboratory?

You will receive a separate billing from the lab for their analysis of your lab work. Outpatient Surgery: Results of outpatient surgery will be discussed with the patient or his/her designated family member only. No results of lab/x-ray/surgery will be given to anyone other than the patient without the patient's specific approval. This assures patient confidentiality and privacy.

Barnabas Health Multispecialty
101 Old Short Hills Rd, Ste. 217
Care of Affiliates In Gastro
West Orange, NJ 07052-1023

Statement Date: 07/27/21
Customer Name: MICHELLE F FERREIRA
Patient Code: 298827

Date	Description	Amount	Payments/ Adjustments	Item Total
02/13/21	Level IV Tissue Exam Pathology Lab	\$2,430.00		\$0.00
07/07/21	Transfer from Insurance		\$-5,418.00	\$5,418.00
	Your insurance did not pay for this claim, they are holding the payment. Please contact them in regards to processing of this claim.			
	Encounter Total Charges			\$5,418.00



Exhibit “7”

**SUMMIT MEDICAL GROUP,
PA**

printed 08/03/2021 02:50 PM

SUMMIT MEDICAL GROUP, PA
PO BOX 8549
BELFAST, ME 04915-8549
billing phone: (908) 790-6500

GUARANTOR NAME AND ADDRESS

PEDRO CALISTO
361 HIGHLAND AVE
KEARNY, NJ 07032-2118

PATIENT # PATIENT NAME
11728192 PEDRO CALISTO
DOB HOME TELEPHONE
11/18/1976 (862) 812-8937

Billing Summary

Claim ID	Procedure	Diagnosis	Date of Service	Post Date	Type	Reason	Plan	Supervising Provider	Ins. 1	Ins. 2	Patient
Claim ID 22664496											
22664496	87088	R3129	03/15/2021	03/17/2021	CHARGE	87088	PATIENT	JEFFREY KATZ			\$34.00
22664496	87088	R3129	03/15/2021	07/28/2021	PAYMENT	CEDARMC/VS *****CEDA	PATIENT	JEFFREY KATZ			\$-34.00
OUTSTANDING									\$0.00	\$0.00	\$0.00
Claim ID 22666263											
22666263	88112	R3129	03/15/2021	03/17/2021	CHARGE	88112	PATIENT	GERALDINE MERCER			\$166.00
22666263	88112	R3129	03/15/2021	07/28/2021	PAYMENT	CEDARMC/VS *****CEDA	PATIENT	GERALDINE MERCER			\$-166.00
OUTSTANDING									\$0.00	\$0.00	\$0.00
Claim ID 22669025											
22669025	3008F	R3129	03/15/2021	03/17/2021	CHARGE	3008F	PATIENT	JEFFREY KATZ			\$0.00
OUTSTANDING									\$0.00	\$0.00	\$0.00
22669025	3074F	R3129	03/15/2021	03/17/2021	CHARGE	3074F	PATIENT	JEFFREY KATZ			\$0.00
OUTSTANDING									\$0.00	\$0.00	\$0.00
22669025	3078F	R3129	03/15/2021	03/17/2021	CHARGE	3078F	PATIENT	JEFFREY KATZ			\$0.00
OUTSTANDING									\$0.00	\$0.00	\$0.00
22669025	81002	R3129, Z87442, N500, L539	03/15/2021	03/17/2021	CHARGE	81002	PATIENT	JEFFREY KATZ			\$11.00
22669025	81002	R3129, Z87442, N500, L539	03/15/2021	07/28/2021	PAYMENT	CEDARMC/VS *****CEDA	PATIENT	JEFFREY KATZ			\$-11.00
OUTSTANDING									\$0.00	\$0.00	\$0.00
22669025	99204	R3129, Z87442, N500, L539	03/15/2021	03/17/2021	CHARGE	99204	PATIENT	JEFFREY KATZ			\$412.00
22669025	99204	R3129, Z87442, N500, L539	03/15/2021	03/18/2021	PAYMENT	MC/VISA	PATIENT	JEFFREY KATZ			\$-412.00
OUTSTANDING									\$0.00	\$0.00	\$0.00
Claim ID 23006691											
23006691	74176,ORDER	R3129	04/07/2021	04/07/2021	CHARGE	74176,ORDER	IBA - ALEXANDER MULTIPLAN	VOLVOVSKY	\$695.00		
OUTSTANDING									\$695.00	\$0.00	\$0.00
Claim ID 23146893											
23146893	76770,ORDER	N23	04/18/2021	04/19/2021	CHARGE	76770,ORDER	IBA - WILLIAM MULTIPLAN	MATUOZZI	\$400.00		

						OUTSTANDING	\$400.00	\$0.00	\$0.00
<u>23146893</u>	76856,ORDER	N23	04/18/2021	04/19/2021	CHARGE	76856,ORDER			
						IBA - WILLIAM	\$389.00		
						MULTIPLAN MATUOZZI			
						OUTSTANDING	\$389.00	\$0.00	\$0.00
Claim ID <u>23160485</u>									
<u>23160485</u>	74018,ORDER	N23	04/18/2021	04/19/2021	CHARGE	74018,ORDER			
						IBA - JOHN MC	\$95.00		
						MULTIPLAN CORMICK			
						OUTSTANDING	\$95.00	\$0.00	\$0.00
TOTAL CHARGE OUTSTANDING AS OF 08/03/2021							\$1,579.00	\$0.00	\$210.00

Exhibit “8”

We thank you for your services, have a great day!

Best Regards,

Kourtney W | Outreach Representative

Association Health Care Management, Inc.

Phone: 866-414-7880

Email: kowashington@ahcminc.com

CONFIDENTIALITY NOTICE: This email and any documents, files or previous email messages attached to it may contain information that is confidential or subject to attorney-client privilege and is for the sole use of the intended recipient(s). If you are not the intended recipient, do not read, print, or save this email. Any unauthorized review, use, disclosure or distribution of this email, its contents or the attachments, is strictly prohibited. If you are not the intended recipient, please contact the sender by telephone or reply email and destroy the original, any attachments and all copies without reading or saving.

From: michelle ferreira <michelleferreira626@gmail.com>
Sent: Wednesday, September 29, 2021 9:39 PM
To: Member Services [AHCMINC] <memberservices@ahcminc.com>
Subject: Requesting immediate attention

I am requesting the summary, full plan documents and a copy of my entire file with 5 calendar days from the date from this email. Your immediate attention in this matter is appreciated. Attached you will find a copy of my insurance cards and information.

Thank you in advance,
Michelle Ferreira

Exhibit “9”

From: **michelle ferreira** <michelleferreira626@gmail.com>
Date: Wed, Oct 13, 2021, 12:31 PM
Subject: Re: Requesting immediate attention
To: Member Services [AHCMINC] <memberservices@ahcminc.com>

I've tried the number you have provided numerous times. I am put on hold for about 25 minutes and then the call gets disconnected on their end. You are not providing me with the appropriate email address that I can use to address this issue. There is no email information online for Black Hawk except the one I am using to communicate with you. I have sent a certified letter to the address provided on my insurance card for the claims department which was accepted and signed for. Again, the customer service number is not working. The representative connect me to the claims department who I'm informed is the department I need to contact and then the same thing happens. I'm on hold, then disconnected. Please advise.

Thank you,
Michelle Ferreira

On Thu, Sep 30, 2021, 11:20 AM Member Services [AHCMINC] <memberservices@ahcminc.com> wrote:
Hello Mrs. Ferreira,

Member ID: M44380052

Member's Name: Michelle Ferreira

I am sending this email communication out to inform for any questions or concerns to please feel free to reach out to our member services department to the number listed below and a representative will be more than happy to assist. We are open Monday-Thursday 8am-7pm and Friday 8am-5pm and can be reached at (866) -414-7880.

Please note to proceed with any request, confirmation must be provided verbally.